

# GRANT AGREEMENT

The grant to your organization from the Plough Foundation is for the explicit purpose(s) described below and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant and to be eligible to receive the funds when needed, **PLEASE RETURN A SIGNED COPY OF THIS GRANT AGREEMENT TO THE FOUNDATION.**

**Grantee** Memphis Shelby Crime Commission

**Amount of Grant** \$1,000,000.00 **Date Authorized** May 10, 2016

**Purpose of Grant** For Establishment of the Public Safety Institute, a joint partnership between the University of Memphis and the Memphis Shelby Crime Commission, as outlined in the budget (attached) submitted with the grant application.

**Reporting Schedule** See #8 below for reporting requirements. All reports must be submitted online via the Plough Foundation website (www.plough.org). Board-Related Materials (B) are due within the two-week period following each quarterly MSCC meeting, and Bi-Annual Updates (C) are due on February 1 and August 1 of 2017, 2018 and 2019. The Staffing Update (A) can be submitted once the information becomes available.

A. Please submit a Staffing Update on the Director of INSTITUTE Administration and Operations position created by the establishment of the Public Safety Institute (INSTITUTE).

B. Board-Related Materials

Board-Related Materials are due within a two- week period following each quarterly MSCC Meeting.

Following the quarterly Memphis Shelby Crime Commission (MSCC) board meetings, please provide:

- List of attendees from most recent board meeting
- Operation Safe Community Quarterly Progress Report
- Most recent Operation Safe Community Monthly Crime Trends Report
- Approved board minutes from previous quarterly meeting

C. Bi-Annual Updates

On February 1 and August 1 of 2017, 2018 and 2019, in addition to a general update on the activities of the INSTITUTE, please provide updates on the following areas:

Fundraising

- An update on secured and prospective sources of support for the INSTITUTE

Research

- Updated, agreed-upon research agenda, including research partners (PI) and sources of funding
- Key findings from research, as they become available (in a bulleted format)
- Information on the application/implementation of those findings

Media and Communications

Upon its completion, please provide a Media and Communications strategy that describes the INSTITUTE's plans to communicate the role of the INSTITUTE, its activities, and its aim to improve the community's perception of public safety. Plan could include, but not limited to:

- How the INSTITUTE/MSCC will engage effectively with stakeholders, including MSCC board members?
- How the INSTITUTE/MSCC will measure its progress in changing perceptions of public safety?

Once the strategy is established, please include updates on its implementation in the bi-annual reports.

**Payment Schedule** The grant is payable as follows: First installment of \$333,334.00 on August 15, 2016; second installment of \$333,333.00 on September 15, 2017; third and final installment of \$333,333.00 on September 15, 2018.

**Special Conditions of Grant** The grant is contingent upon: 1) Plough Foundation's receipt of this signed Grant Agreement; 2) Plough Foundation's receipt and approval of satisfactory progress reports as stipulated above. Additionally, if there are significant changes in the INSTITUTE leadership and/or changes in the partnership between the Memphis Shelby Crime Commission and The University of Memphis (Memorandum of Agreement dated May 3, 2016 attached and made a part of this Grant Agreement), then prior approval of the Plough Foundation must be obtained.

#### General Conditions

1. **Purpose.** The grant shall be used solely for the described purpose or purposes and shall be so designated on the Grantee's records.
2. **Program Monitoring and Evaluation.** The Grantor may, at its expense, monitor and conduct an evaluation of operations under this grant, including visits by representatives of the Grantor to observe the Grantee's program procedures and operations and discuss the program with the Grantee's personnel.
3. **Accounting and Financial Review.** A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by the Grantee. The Grantor may, at its expense and on reasonable notice to the Grantee, audit or have audited the records of the Grantee insofar as they relate to the activities funded by this grant.
4. **Budget.** If this grant has been based upon a detailed expense budget, a copy of the budget has been attached to this Agreement. No changes may be made in budgetary allocations without the Grantor's prior written approval.
5. **Tax Exemption and Foundation Status.** The Grantee shall immediately give written notice to the Grantor if, prior to receipt of all or any portion of the grant, the Grantee ceases to be exempt from federal income taxes under provisions of Section 501(c)(3) of the Internal Revenue Code, or is notified by the Internal Revenue Service or any state organization that it is being reviewed for an alleged violation of its exempt status, or becomes a private foundation under Section 509(a) of the Code.
6. **Revision of Grant.** If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned to the Grantor.
7. **Additional Support.** By making this grant, the Grantor assumes no obligation to provide other or additional support for the Grantee.
8. **Reporting.** In accordance with the schedule above, the Grantee shall furnish to the Grantor a detailed written report on the use of the grant. The Grantee shall furnish an appraisal of the program results under the grant for the reporting period. The format of the financial section of this report should be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures.
9. **Publicity.** In the event that the Grantee wishes to issue a news release concerning the grant, the text of the release should be submitted to the Grantor for review and approval not less than ten days prior to the release date.
10. **In-kind Gifts** must replace specific line items submitted on the project budget in order to be allowed as matches for our challenge grants.
11. **Designated Gifts** must be specifically discussed and approved by the Plough Foundation staff at the beginning of the campaign in order to be allowed as matches for our challenge grants.
12. **Acceptance of Grant Terms.** In the event that this Agreement is not signed and returned to the Plough Foundation within 30 days of the date issued, Plough Foundation may, at its discretion, withdraw the grant offer.
13. **Grant Period.** If the Special Conditions listed above are not met within the time period specified or within one year from the date of this agreement if no other time period is specified, the Plough Foundation may, at its discretion, withdraw the grant offer.
14. **Termination.** Upon 60 days written notice, either party may terminate this agreement. Grantee will submit all related work product to Grantor and Grantor will pay any outstanding debts owed to the Grantee prior to the sixtieth day upon which the agreement will be terminated.
15. **Indemnification.** By making this grant, the Plough Foundation assumes no responsibility for any injury, damages or liability arising out of the grant project or any product, service or operations for which the grant is utilized or intended. By accepting this grant the Grantee agrees to indemnify and hold harmless the Foundation, its Board of Directors, Officers, President, Executive Director, Program Director, its employees and agents from any liability or claims arising out of the grant project.

7/22/16 2016 Rick Masson  
Rick Masson, Executive Director, The Plough Foundation Grantor

7/22/16 2016 Bill Gibbons  
Bill Gibbons, Executive Director, The Public Safety Institute Grantee

7/22/16 2016 Ben Adams  
Ben Adams, Chairman, Memphis Shelby Crime Commission Grantee

**Memphis Shelby Crime Commission (MSCC)  
Public Safety Institute (PSI) Project  
(\$)**

<b><u>Public Safety Institute Project Budget</u></b>	<b><u>Fiscal Years Ending September</u></b>			
	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>Total</u></b>
<b><u>Estimated PSI Project Revenues</u></b>				
Crime Commission Fundraising (to be determined)	155,020	180,020	180,020	515,060
Plough Foundation (grant request)	350,000	325,000	325,000	1,000,000
<b>Total Estimated Revenues PSI Project Revenues</b>	<b>505,020</b>	<b>505,020</b>	<b>505,020</b>	<b>1,515,060</b>
<b><u>Estimated PSI Project Costs</u></b>				
President of MSCC & PSI Executive Director (new position)	271,200	271,200	271,200	813,600
Director Of Administration for MSCC & PSI (new position)	128,820	128,820	128,820	386,460
Research Associate (new position)	50,000	50,000	50,000	150,000
Research Expenses	50,000	50,000	50,000	150,000
Office Rent	2,500	2,500	2,500	7,500
Supplies & Equipment	2,500	2,500	2,500	7,500
<b>Total Estimated Project Costs</b>	<b>505,020</b>	<b>505,020</b>	<b>505,020</b>	<b>1,515,060</b>

**Memphis Shelby Crime Commission Budget (excluding PSI Project above)**

<b><u>Estimated Revenues for MSCC</u></b>				
MSCC Fundraising (to be determined)	367,000	359,500	359,500	1,086,000
<b>Total Estimated MSCC Revenues</b>	<b>367,000</b>	<b>359,500</b>	<b>359,500</b>	<b>1,086,000</b>

<b><u>Estimated MSCC Operating Costs</u></b>				
Director - Operation Safe Community	86,250	86,250	86,250	258,750
Director - Community Engagement	93,750	93,750	93,750	281,250
Administrative Assistant	62,500	62,500	62,500	187,500
Consultants	40,000	40,000	40,000	120,000
Office Rent	27,500	27,500	27,500	82,500
Supplies	5,000	2,500	2,500	10,000
Software & Updates	1,500	1,500	1,500	4,500
Web Maintenance	7,500	2,500	2,500	12,500
Equipment	2,500	2,500	2,500	7,500
Insurance	4,000	4,000	4,000	12,000
Travel	5,000	5,000	5,000	15,000
Accounting & Auditing	20,000	20,000	20,000	60,000
Meals & Events	2,500	2,500	2,500	7,500
Phone	6,500	6,500	6,500	19,500
Miscellaneous	2,500	2,500	2,500	7,500
<b>Total Estimated MSCC Operating Costs</b>	<b>367,000</b>	<b>359,500</b>	<b>359,500</b>	<b>1,086,000</b>

<b>Grand Total Estimated PSI &amp; MSCC Costs</b>	<b>872,020</b>	<b>864,520</b>	<b>864,520</b>	<b>2,601,060</b>
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# Public Safety Institute (PSI)

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**The Memphis Shelby Crime Commission (MSCC)** is a private, nonprofit 501c3 organization with a 50 member board of directors that serves as the leadership table for reducing crime in Memphis and Shelby County. The board is comprised of top leaders in law enforcement, criminal justice, business, government, and also includes faith and nonprofit leaders. The primary mission of the Crime Commission is to spearhead a plan to make Memphis-Shelby County one of the safest communities of its size in the nation, to galvanize diverse leaders and stakeholders in the implementation and support of this plan, and to project manage the hard work of bringing solutions to life and to scale.

## **University of Memphis Public Safety Institute (PSI).**

The MSCC is seeking to establish the PSI in order to fulfill its need for a partner to:

- Identify evidence based practice and solutions, and generally bring deep expertise to problem-solving issues of crime and delinquency.
- Publish and analyze local crime statistics and trends.
- Help define and execute an applied research agenda tied directly to Operation: Safe Community and local community practice.
- Organize colloquia and symposia to promote thought leadership and discussion to improve practice related to crime and public safety.

## **Organizational Summary:**

- PSI will be established and funded through a contractual relationship between the Memphis Shelby Crime Commission and the University of Memphis. It will be housed in the School of Urban Affairs and Public Policy (SUAPP), with the Executive Director reporting directly to Dean Tom Nenon who heads the College of Arts and Sciences in which SUUAP resides. The Exec. Dir. will have a dotted line relationship to the Law School Dean to emphasize the anticipated engagement of Law School faculty in the work of PSI.
- PSI Executive Director will also serve as President of the Crime Commission, with 50% of his time allocated to running the day to day operations of the Crime Commission, and 50% allocated to directing PSI and teaching a class periodically at one of the departments within SUAPP or in the Law School. The new PSI Administrative Director will have a similar 50/50 responsibility to PSI and the Crime Commission. The two new positions are represented in gray boxes in the chart below.
- Employer and funding. Both new positions will be employed by the University of Memphis. The funding for the two positions will be provided by the Crime Commission on an ongoing basis, with the Crime Commission President and board of directors sharing responsibility for raising those funds.
- A research-practice partnership agenda for the Crime Commission will be developed/executed on an ongoing basis. The development of that research-practice partnership agenda will be led by the President/Executive Director in consultation with local criminal justice practitioners together with

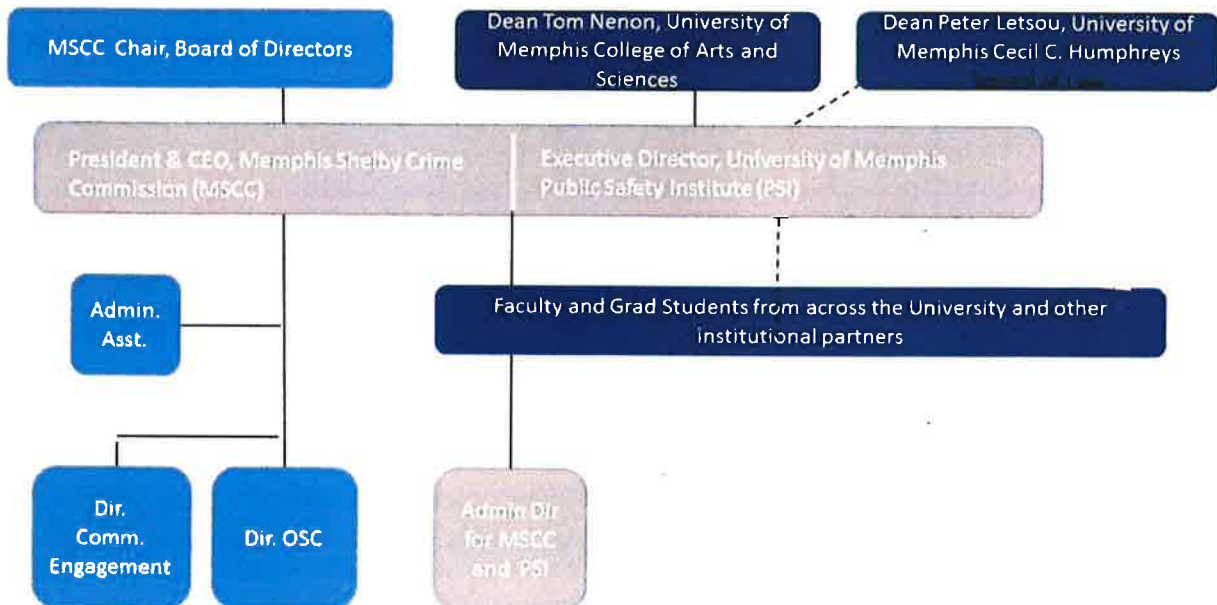


# Public Safety Institute (PSI)

University faculty and other researchers across Memphis and beyond. The research agenda might include:

- Impact of the Shelby County Drug Court on reducing recidivism of drug abusers convicted of violent crime.
- Impact of TN's expanded sentences on domestic violence repeat offenses.
- Impact of MPD's Community Oriented Policing (COP) program on violent crime.
- Impact of Neighborhood Watch programs on reducing crime in neighborhoods of a variety of income levels in Memphis.
- Impact of "Safety Zones" (injunctive relief) on criminal gang activity.
- It is expected that the Center will also conduct research independent of the Crime Commission's specified agenda. The Center Director will be responsible identifying funding (either through grants or contracts) from sources other than the Crime Commission for this independent agenda.
- Offices for the two new PSI positions will be located at both the Crime Commission and the University.

## Organizational Chart:







**Memorandum of Agreement  
between the  
Memphis Shelby Crime Commission  
and  
The University of Memphis**



The Memphis Shelby Crime Commission (MSCC), a private, nonprofit 501c3 organization with a 50 member board of directors that serves as the leadership table for reducing crime in Memphis and Shelby County, and The University of Memphis (UofM), a State of Tennessee institution of higher education, have mutual interest in leveraging the expertise, networks, and resources of their respective organizations to explore best practices, policies, and strategies to address crime and improve public safety. Based on this mutual interest, the undersigned parties agree to the following:

1. UofM by and through its Cecil C Humphreys School of Law, and School of Urban Affairs and Public Policy within the College of Arts and Sciences will establish the "Public Safety Institute" (INSTITUTE). This interdisciplinary INSTITUTE will reside in the College of Arts and Sciences and will draw on faculty researchers in Criminal Justice, Law, and other departments across the University and beyond to:

- Identify evidence based practices and solutions, and generally bring deep expertise to problem-solving issues of crime and delinquency;
- Publish and analyze local crime statistics and trends;
- Help define and execute an applied research agenda, including evaluations on the effectiveness of specific programs, tied directly to Operation: Safe Community and local community practice; and
- Organize colloquia and symposia to promote thought leadership and discussion to improve practice related to crime and public safety.

2. MSCC is co-founding the center to support its mission to make Memphis one of the safest communities of its size in the nation and will provide funding to support a Center Executive Director, a Director of Center Administration and Operations, and annually expendable research funds to enable pursuit of the INSTITUTE's research-practice partnership agenda.

The INSTITUTE Executive Director will be a full-time employee and Senior Fellow of the UofM, reporting to the Dean of the College of Arts and Sciences, with a dotted line relationship to the Dean of the School of Law. The INSTITUTE Executive Director will be hired with a 50% executive on loan assignment as President & CEO of the MSCC and will report to the Chair of the MSCC Board of Directors for this set of responsibilities. The INSTITUTE Executive Director will be appointed to a limited position (contingent upon external funding) by mutual agreement of the UofM and MSCC with an expected start date of September 1, 2016.

The Director of INSTITUTE Administration and Operations will also be a full-time limited position employee of the UofM, selected through an open, competitive process, and reporting to the INSTITUTE Executive Director.

3. Annual funding for the INSTITUTE will be provided by the Crime Commission and will be paid in equal quarterly installments September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup> during each year of the agreement, beginning with the first payment on September 1, 2016. Year 1 funding will include \$200,000 in salary plus 36.4% benefits (\$72,800) for the INSTITUTE Executive Director; \$95,000 in salary plus 36.4% (\$34,580) benefits for



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the Director of INSTITUTE Administration and Operations, and \$100,000 to support research related to the UofM-MSCC research-practice partnership agenda developed by the INSTITUTE. Funding for years 2 and 3 will maintain the \$100,000/year commitment for research support and will provide for increased funds necessary to cover expenses associated with any state mandated across-the-board salary and/or benefits increases for University employees for the INSTITUTE Executive Director and Director of INSTITUTE Administration and Operations.

Payments under the terms of this Agreement shall be made by check payable to:

Name on check:        The University of Memphis  
                                 Grants and Contracts Accounting  
                                 P.O. Box 1000, Dept. 313  
                                 Memphis, Tennessee 38148-0313

University Tax ID #:    62-0648618

UofM will devote half of the annual research funds to support the hiring of a Research Associate Professor to spearhead the conduct of the research-practice partnership agenda and will devote the remainder to seeding faculty and student involvement in this shared research agenda. It is expected that the INSTITUTE and its affiliated faculty researchers will identify, pursue funding for, and conduct research independent of the INSTITUTE-MSCC research-practice partnership agenda. The INSTITUTE Executive Director and Director of INSTITUTE Administration and Operations will work with UofM faculty and sponsored research staff to identify funding through grants or contracts from sources other than the Crime Commission for this independent agenda.

4. The initial term of this agreement is three (3) years, beginning September 1, 2016 and ending August 31, 2019. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party. The Agreement may be extended by the mutual written consent of the MSCC and the UofM.

This Agreement may be terminated by either party for convenience upon ninety (90) days written notice to the other party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that the activity has been cancelled due to an act of God or some other circumstance outside the control of University. Termination of this Agreement shall not affect the rights and obligations of the parties which shall have accrued prior to termination.

5. Any notice or communication required or permitted under this Agreement shall be made in writing and shall be deemed to have been sufficiently given or made if mailed by certified mail or overnight courier service, postage prepaid, return receipt requested as follows: If to the UofM: Dr. Andrew Meyers, Vice President for Research; 308 Administration Building, Memphis, TN 38152. If to the MSCC: Executive Director; 119 S. Main St. # 450, Memphis, TN 38103.



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6. In the exercise of the rights of academic freedom of an educational institution and its faculty, UofM personnel involved in MSCC supported research shall have the right to present at symposia, national or regional professional meetings and to publish in scientific or other journals, the results of research conducted with funding support through this Agreement. MSCC shall be acknowledged for its support in any resulting publications; and MSCC shall also have the right to release the results of MSCC supported research and summaries thereof.

7. Any intellectual properties belonging to a party, including, but not limited to, methods and data, used or provided for use in performance of the work contemplated subject to this Agreement shall remain the property of the respective party. It is expressly agreed that neither the UofM nor MSCC transfers by operation of this Agreement to the other party any patent right, copyright, or other proprietary right owned as of the commencement date of the Agreement or arising outside of the research conducted under this Agreement.

8. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement.

9. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association, that would impose liability on one party for the act or failure to act of the other party.

10. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee without regard to its conflicts of law provisions. Any and all disputes shall be resolved in a court of competent jurisdiction in Shelby County, Tennessee.

11. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. The terms of this Agreement may be amended by written mutual consent of the parties.

Agreed to this the 3<sup>rd</sup> Day of May, 2016 by the undersigned, duly authorized officials of UofM and MSCC.

On behalf of the University of Memphis

A handwritten signature in blue ink, appearing to be "M. David Rudd", written over a horizontal line.

M. David Rudd  
President

On behalf of the Memphis Shelby Crime Commission

A handwritten signature in blue ink, appearing to be "Ben Adams", written over a horizontal line.

Ben Adams  
Chairman

RECEIVED  
MEMPHIS SHELBY CRIME COMMISSION  
OFFICE OF LEGAL COUNSEL  
5/5/16  
10:00